



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
02/19/2021 10:21AM
378238-MQ

Deputy Clerk

[Signature] #62951

**LSU AgCenter
And
St. John the Baptist Parish Council**

**Cooperative Endeavor Agreement to Support and Administer Louisiana
Cooperative Units Off Campus**

THIS AGREEMENT, entered into on the 22nd day of December 2020, by and between the **ST. JOHN THE BAPTIST COUNCIL (Parish)**, herein represented by, **Jaclyn Hotard, Parish President**, and **LSU AgCenter** represented by, **Dr. Chiquita Briley; Regional Director**, duly authorized to enter into this agreement on behalf of the LSU AgCenter via resolution passed on the 7 day of August 2020, do declare that:

WHEREAS, to compensate LSU AgCenter for the needs based, focused programs and for competent faculty and support personnel that will be placed in Parish offices on LSU AgCenter appointments.

WHEREAS, the Parish desires to enter into this CEA to provide for the continuing implementation of the Smith-Lever Act. This Act created the Cooperative Extension Service system that links Land Grant campus faculty to those seeking information in off campus locales for effectively identifying, developing and delivering Cooperative Extension programs to work effectively in order to meet community needs.

WHEREAS, LSU AgCenter has agreed to comply by the terms of this agreement.

NOW THEREFORE, the St. John the Baptist Parish Government and LSU AgCenter for the consideration and under the conditions set forth, do agree as follows:

Background:

The process of developing a well-educated citizenry involves use of formal and informal approaches by dedicated professionals. Congress in 1914 signified the national interest in assuring that informal educational opportunities needed to emanate from the knowledge generating process of the Land Grant College system by passing the Smith-Lever Act. This Act created the Cooperative Extension Service system that links Land Grant campus faculty to those seeking information in off campus locales. This is achieved via a partnership of the United States Department of Agriculture, the Louisiana State University AgCenter and local government. Police Juries, Parish Commissions and School Boards are the critical third partner for effectively identifying, developing and delivering Cooperative Extension programs. Educational needs and delivery mechanisms clearly have dynamic aspects that challenge the federal, state and local partners to work effectively in order to meet community needs. This Cooperative Agreement between the LSU AgCenter and local government acknowledges the value to clientele of all partners having a uniform understanding for programming support.

Partnership Philosophy:

- The long-standing presence of Louisiana Cooperative Extension Service (LCES) faculty in the Parish has established invaluable ties to the local clientele, government, and industry.
- That educational programming is most valued when developed in concert with local and area needs as expressed through the advisory committee process.
- That LSU AgCenter faculty on campus and at research stations/regional centers are an essential supplement to the technical capabilities of local LCES faculty.
- LCES faculty have, at a minimum, a baccalaureate degree, and must complete graduate level coursework with the intention that they will work toward a master's degree. LCES also provides additional technical training opportunities in order to offer local clientele enhanced information and educational programs.
- LCES faculty in Parish offices may develop and deliver specialized programming of importance to surrounding Parishes.
- Federal, state and local financial support is necessary to meet the needs of the community as identified by advisory committees.

COVENANTS AND REPRESENTATIONS OF THE PARTIES**Covenants and Representations of St. John the Baptist Parish Council.**

The Parish hereby agrees, covenants and represents as follows:

1. The Parish has determined that this CEA serves a public purpose which is equal to or greater than the amount of the expenditure to provide the residents of the Parish with research-based educational information that will improve their lives and economic well-being by supporting agricultural industries, enhancing the environment, and improving the quality of life through its 4-H youth, family and consumer sciences, and community development programs.
2. The Parish desires to support LSU AgCenter programs to improve the quality of life in St. John the Baptist Parish.
3. All the extension programs achievements are documented in LSU AgCenter's quarterly report which is provided to the Parish.

Covenants and Representations of LSU AgCenter.

The LSU AgCenter hereby agrees, covenants and represents as follows:

1. The LSU AgCenter working in the LCES format will deliver needs based, focused programs in four general categories: 1) Agriculture and Natural Resources, 2) 4-H Youth Development, 3) Family and Consumer Sciences, and 4) Community Development.
2. That competent faculty and support personnel will be recruited and placed in Parish offices on LSU AgCenter appointments by following LSU AgCenter Human Resources Office procedures.
3. Faculty are to be afforded training and professional improvement opportunities to assure the Parish has the best technical resources available.
4. Faculty and unclassified staff in Parish offices will be supervised and evaluated by the appropriate unit leader pursuant to the LSU AgCenter's employee policies and procedures.
5. To provide Parish governmental units with oral and written reports from the Parish AgCenter faculty on a mutually agreed to schedule but at least annually.
6. To consult with Parish government units as to the programs to be offered in the Parish.
7. Faculty in the Parish will adhere to the Policy Statements and Presidential Memoranda issued by the LSU President's Office and AgCenter campus.
8. To evaluate the need for specialized office and program delivery equipment above that provided by the Parish.
9. To establish mutually beneficial billing procedures for collection of financial support for faculty and staff from Parish government units.

GENERAL PROVISIONS

The Parish and the LSU AgCenter agree to bind their entities to the following provision:

1. **TERM:**
The term of this Agreement shall commence on January 1, 2021 and shall continue in effect until December 31, 2025.
2. **AMENDMENT**
This Agreement may be amended by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council.

3. EXTENSION

The term of this Agreement may be extended for one (1) additional five (5) year term, by written agreement, executed by both Parties and subject to approval of the St. John the Baptist Parish Council.

4. PAYMENT TERMS:

To provide financial support of \$29,832 annually for research-based educational programming for the Parish including supporting agricultural industries, enhancing the environment, and improving the quality of life through its 4-H youth, family and consumer sciences, and community development programs.

5. MUTUAL AND RECIPROCAL BENEFIT:

The LSU AgCenter and St. John the Baptist Parish acknowledge and agree that the obligations and agreements of each are in consideration of the obligations and agreements of each other and are of mutual value.

6. ASSIGNMENT:

Neither the LSU AgCenter nor St. John the Baptist Parish shall assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the other party.

7. AUDIT CLAUSE:

It is hereby agreed that the Legislative auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data records and accounts of the LSU AgCenter which relate to this Agreement, upon request.

8. TERMINATION FOR CONVENIENCE

Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the LSU AgCenter of its intent to terminate this Agreement. The LSU AgCenter shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

9. TERMINATION FOR CAUSE

The Parish may terminate this Agreement for cause based upon the failure of LSU AgCenter to comply with the terms and/or conditions of the Agreement; provided that the Parish shall give LSU AgCenter, written notice specifying LSU AgCenter's failure. If within thirty (30) days after receipt of such notice, LSU AgCenter shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place LSU AgCenter in default and the Agreement shall terminate on the date specified in such notice.

The Parish may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LSU AgCenter to comply with the terms and conditions of this Agreement; provided that the Parish shall give LSU AgCenter written notice specifying LSU AgCenter's failure and a reasonable opportunity for LSU AgCenter to cure the defect.

10. NOTICE:

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery and receipt for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

LSU AgCenter
Attn: Dr. Chiquita Briley
3810 West Lakeshore Drive
Baton Rouge, LA 70808

St. John the Baptist Parish
Attn: Jaclyn Hotard
1811 West Airline Hwy
LaPlace, LA 70068

ADDITIONAL PROVISIONS

Entire Agreement.

This Agreement and the exhibits hereto shall constitute the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

Severability.

If any terms or provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement's, terms, provisions or applications to circumstances which is not held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Additional Instruments.

The parties hereto agree that, when called on to do so, each of them will execute such other instruments in writing or do such other things that are required in order to give full effect to the covenants and conditions required of them under this Agreement.

Applicable Law.

Both political subdivisions hereby consent and yield to the jurisdiction of the State Civil Courts for the Parish of St. John the Baptist and do hereby formally waive any pleas of jurisdiction.

Execution in Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parish and the LSU AgCenter have caused this Cooperative Endeavor Agreement to be executed, sealed, and delivered as of the 22nd day of December 2020.


Chiquita Briley
Dr. Chiquita Briley; Regional Director

Jackyn Hotard
Jackyn Hotard, Parish President

02/03/2021
Date

12/22/20
Date

Witness: 

Witness: 

Exhibit A: Fee Schedule

Parish hereby agrees to pay the LSU AgCenter \$7,458.00 per quarter. LSU AgCenter shall invoice the Parish in January 30, April 30, July 30 and October 30.

All invoices shall include an invoice number and billed by January 1, April 1, July 1 and October 1. Invoice Terms are NET 30 and will be processed within 30 (thirty) days following receipt of the invoice. All payments and deliverables must be approved by the Economic Development Director, or designee.



August 7, 2020

To whom it may concern:

Under the authority of the LSU Board of Supervisors, I am authorized to sign agreements. Under the provisions of the Board Regulations 5-4, 6-1, and 6-2, as well as Permanent Memorandum 36, I may also delegate this presidential signature authority for the execution of any applications, agreements, contracts, and gifts as related to sponsored projects and external laboratory usage. I certify that William B. Richardson, Vice President for Agriculture of the Louisiana State University Agricultural Center, has the delegated authority under the provisions of the Board Regulations.

Further, presidential signature authority may also be conveyed, with Vice President Richardson's approval, to employees individually identified in this letter: Wade Baumgartner, Associate Vice President for Strategic Initiatives; Hampton Grunewald, Associate Vice President for Governmental Relations; and the AgCenter's program leaders, all of whom hold the rank of Associate Vice President: Gina Eubanks, Program Leader for FCS, Food & Nutrition Programs; Mike Salassi, Program Leader for Plant Sciences, Animal Sciences, and Ag Economics & Agribusiness; Toby Lepley, Program Leader for 4-H. In the absence of the aforementioned individuals, Michelle Miller, Assistant Director for Sponsored Programs may execute said documents.

For local government cooperative agreements in which the administration issued template is used, the Regional Directors have signature authority. This applies only for local agreements that contain no edits from the general counsel approved contract. Any agreements where edits are made will require Dr. Richardson's approval. The Regional Directors are as follows: Kurt Guidry, Tara Smith, Melissa Cater, Patrick Colyer, and Chiquita Briley.

Sincerely,

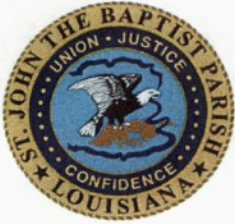
DocuSigned by:

Thomas C. Galligan

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Thomas C. Galligan, Jr.

LSU Interim President and Professor of Law



ST. JOHN THE BAPTIST PARISH COUNCIL

1811 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

Division A
Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

December 22nd, 2020

Division B
Michael P. Wright
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

Jaclyn Hotard, Parish President
ST. JOHN THE BAPTIST PARISH
1811 W. Airline Hwy.
LaPlace, LA 70068

District I
Kurt Becnel
5605 Hwy. 18 River Rd.
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

Dear Mrs. Hotard:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, December 22nd, 2020.

District II
Warren Torres, Jr.
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4153

"Councilman Becnel moved and Councilman Malik seconded the motion to grant administration authorization to enter into a Cooperative Endeavor Agreement (CEA) with the LSU AgCenter to support and administer Louisiana Cooperative Extension Units off Campus within St. John the Baptist Parish. The motion passed unanimously."

District III
Tammy Houston
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-3956

CERTIFICATION

District IV
Tyra Duhe-Griffin
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4177

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 22nd day of December, 2020.

District V
Robert J. Arcuri
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-3167

District VI
Tonia Schnyder
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4283

District VII
Thomas Malik
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302

December 22nd, 2020,

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council